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OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMMISSION

G6/Zim Transpacific  
Vessel Sharing Agreement  
FMC Agreement No. 012200-003  
Second Edition  
First Revised Page No. 3

**ARTICLE 4: GEOGRAPHIC SCOPE**

The geographic scope of this Agreement is the trade between all ports in the countries listed in Appendix A on the one hand, and all ports ~~ion~~ the West Coast of the United States, on the other, as well as ports and points served via such U.S. and foreign ports (the "Trade").

**ARTICLE 5: AUTHORITY**

5. As hereinafter described, ~~the Parties have agreed to cooperate in two different respects: (1) the Parties will cooperate with respect to the deployment and operation of one or more joint strings in the Trade; (2) The G6 Lines will exchange slots with Zim between the joint string(s) and other strings operated in the Trade by the G6 Lines pursuant to The G6 Alliance Agreement (FMC No. 012194).~~

A. The Joint String(s).

1. The Parties are authorized to discuss and agree upon the number, size, type, speed and other characteristics of vessels to be deployed by them in the Trade under Article 5.A, up to a maximum of twenty-seven (27) vessels having a capacity of up to approximately 12,500 TEUs. Initially, the Parties will deploy ~~nine (9) vessels with an effective capacity of 3,800 TEUs each in a string designated by the Parties as the SCE Service. Initially, four (4) of the vessels in the SCE service will be provided by the G6 Lines and five (5) vessels will be provided by Zim. In addition, after the effective date of Amendment 001,~~

~~the Parties will deploy thirteen (13) additional vessels~~ with an effective capacity of approximately 8,000 TEUs each on strings designated by the G6 Lines as the NP1 and NP3 services. Initially, four (4) of the vessels in the NP1 service and six (6) of the vessels in the NP3 service will be provided by the G6 Lines, and three (3) of the vessels in the NP1 service will be provided by Zim.

2. The Parties may without amendment: (a) agree to the joint deployment and operation of additional strings in the Trade, and (b) vary the number of vessels provided by either Party, all subject to the above-stated maximum number and size of vessels.

3. Except as otherwise agreed, each Party shall be responsible for the costs of providing and operating the vessel(s) it provides. Parties may substitute vessels for those originally provided, subject to such replacement vessels being able to perform the established schedule without interruption and to provide the other Party with the necessary capacity.

4. The Parties are authorized to discuss and agree on the ports to be served, the port rotation to be followed, the scheduling of vessels, transit times, adjustment of the speed of vessels (including slow steaming), and all other matters relating to the scheduling and coordination of vessels. Regular reviews, including operational efficiencies of the service, shall be conducted and changes shall be agreed and action taken where necessary, in order to maintain a high quality product network covering the Parties' requirements.

5. In the event of non-performance of the schedule, the Line providing the non-performing vessel will propose appropriate remedial action and, if there is no consensus between the Parties as to the action to be taken, the Line providing the non-performing vessel shall make the final decision on such action. In the event of port omissions, the Line providing the non-performing vessel is responsible for the transshipment of cargo on board the vessel, while the other Party will be responsible for cargo that was to have been loaded on that vessel at the omitted port. In the event of a delay of more than six (6) days, the vessel providing Line shall provide alternative space or the vessel providing Line shall compensate the other Party for space not provided at a level at least equal to round voyage costs; provided that if the vessel providing Line is a G6 Line, its responsibility to the other G6 Lines will be determined in accordance with the terms of the G6 Alliance Agreement, FMC No. 012194.

6. (a) Space on the service(s) operated hereunder shall be allocated to the Parties in such proportions as the Parties may agree from time to time. The G6 Lines may divide their allocation among themselves as they may agree from time to time in accordance with the terms of the G6 Alliance Agreement, FMC No. 012194. The Lines are authorized to sell space from within their allocations to/from one another ~~on an ad hoc basis~~ at such slot charter hire and on such other terms and conditions as they may agree from time to time. Unused space shall be made available to the other Lines for purchase. Any such space not purchased by the other Lines may be subchartered to third

party ocean common carriers in the Trade on an *ad hoc* basis (meaning one voyage at a time). All slot charters to third parties – *ad hoc* or otherwise – shall be to a Vessel-Operating Common Carrier (“VOCC”), shall require the approval of the other Party, are subject to applicable filing requirements, and shall include a requirement that the third party make no further subcharters without prior written consent of both Parties. Except to the extent that the Parties agree otherwise in writing, a Line subchartering space to a third party VOCC shall remain responsible for all obligations and liabilities arising under this Agreement (and/or under any agreement among the Parties made pursuant to this Agreement) in respect of the slots subchartered by that Line.

(b) Notwithstanding anything to the contrary in above sub-paragraph (a), the initial allocation ~~on the SCE service shall be 2,089 TEUs for the G6 Lines and 1,711 TEUs for Zim. The initial allocation on the NP1 service shall be 67,009,630 TEUs for the G6 Lines and 1,391,570 TEUs for Zim. The initial allocation on the NP3 service shall be 6,140,577 TEUs for the G6 Lines and 1,560,921 TEUs for Zim.~~

(c) Each Party and Line shall be entitled to use its space allocation without any geographical restrictions regarding the origin or destination of the cargo subject to operational restrictions and efficiency targets as the Parties may adopt from time to time, and subject to the concurrence of the vessel operator in the case of hazardous, breakbulk, or noncontainerized cargo. There

shall be no priorities for either full, empty, wayport/interport or breakbulk cargo.

7. The Parties are authorized to discuss and agree on the terminals to be used by vessels operated under Article 5.A. Notwithstanding Article 8 of this Agreement, Zim and the individual G6 Lines shall each have one vote with respect to final decisions on terminal selections involving services described under this Article 5.A., with a majority vote needed for a binding decision . With respect to all other matters involving services described under this Article 5.A., the voting provisions of Article 8 shall apply. Subject to the following criteria, the Parties shall work towards the use of one ocean terminal at each port of call:

- (i) Highest gross productivity in comparison with directly competing ports.
- (ii) Competitive rates within the region with direct competing ports.
- (iii) Berthing guarantee as per commercial requirements.
- (iv) Most-favored user treatment within the region with directly competing ports.

The Lines shall respect one another's terminal(s) or equity investments, provided always that the above criteria are to be applied in the terminal selection process. This will apply to not only within specific ports but to terminals located within the same vicinity.

~~B. The Slot Exchange.~~

~~1. On such terms and conditions as the Parties may agree, the G6 Lines shall provide to Zim, in exchange for the space provided by Zim on the SCE and~~

~~NP1 services: (1) 200 TEUs on each sailing in the Trade of each of the services designated by the G6 as the AZX Service and CEC Service, and (2) 612 TEUs on the service designated by the G6 Lines as the NP2 service. In addition, the G6 Lines may sell additional slots to Zim on any of the referenced G6 services on an ad hoc, per voyage, as available, as needed basis, on such terms and conditions as the Parties may agree from time to time. Zim shall not subcharter slots obtained under this paragraph to third parties.~~

~~2. The Parties may without amendment agree to update the strings on which slots are exchanged and/or the number of slots exchanged.~~

~~3. The Parties may confer on operational matters relating to the AZX, CEC, and NP2 services, and any other service(s) subject to this Article 5.B., including but not limited to the vessels to be used by the G6 Lines, scheduling and port rotations, port calls, transit times, speed and adjustments to vessel speed (such as slow steaming), and selection and use of terminals. The ultimate decision as to these matters, however, shall be made by the G6 Lines pursuant to the G6 Alliance Agreement (FMC No. 012194), and Zim shall have no right under Article 8 of this Agreement to vote on such matters. However, in the event of any such change that Zim in good faith believes to be adverse to its interests, Zim shall be entitled to reduce the number of slots exchanged between the affected service and the SCE and NP1/NP3 (at the scope/amount comparable to the lost coverage). In the event of loss of coverage of key ports/port pairs on the CEC, AZX, or NP2 services as~~

~~indicated hereafter, the G6 Lines agree to provide alternative coverage to those ports/port pairs on another service operated by the G6 Lines within the scope of the G6 Agreement to the extent such port coverage either being already available or else being contemplated for inclusion in any of the G6 services as an alternative. In the event the G6 Lines decide to omit New York as port of discharge on the CEC service rotation, all Parties agree to add New York as a port of discharge to the jointly operated SCE service as an alternative. For the avoidance of doubt, key ports/port pairs of the services in question comprise:~~

~~CEC: South PRC ports — New York / Norfolk~~

~~AZX: Southeast Asia ports — New York / Norfolk~~

~~NP2: Kaohsiung — Vancouver and Yantian — Vancouver~~

~~4. The Parties shall be entitled to use the exchanged slots without any geographical restrictions regarding the origin or destination of the cargo subject to operational restrictions and efficiency targets as the Parties may adopt from time to time, and subject to the concurrence of the vessel operator in the case of hazardous, breakbulk, or noncontainerized cargo. There shall be no priorities for either full, empty, wayport/interport or breakbulk cargo.~~

~~CB. General Provisions (Applicable To Both Arrangements)~~

~~1. The Parties may consult and may agree upon the chartering, hiring, establishment, use, scheduling and coordination of transshipment, barge, and~~

**ARTICLE 9: DURATION AND RESIGNATION**

9.1 The effective date of this Agreement shall be the date it becomes effective under the U.S. Shipping Act of 1984, as amended, and its initial term shall expire two (2) years from the effective date. The Agreement shall continue indefinitely following the expiration of the initial term until terminated according to the provisions of this Article 9, by unanimous agreement of the Parties, or by withdrawal of one of the Parties.

9.2 Any Party may withdraw from this Agreement by giving six (6) months' notice to the other Party; provided, however, that no such notice may be given until eighteen (18) months after the original effective date of the Agreement.

9.3 For the avoidance of doubt, each G6 Line has the right to withdraw from the G6 Alliance Agreement (FMC No. 012194) by giving twelve (12) months' written notice of withdrawal. If this right is exercised by any G6 Line such that it withdraws from the G6 Alliance Agreement then, notwithstanding Article 9.1 above, the individual G6 Lines shall have the right to withdraw from this Agreement with effect from the same date. In such an event, the remaining G6 Lines and Zim will use their best endeavours to continue the Agreement, subject to any amendments necessary to enable the arrangement to continue.

9.4 This Agreement shall terminate if the G6 Alliance Agreement (FMC No. 012194) terminates.